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RECORDATION REQUESTED BY:

First Bank & Trust
820 Church Street
Evanston, IL 60201



Doc#: 0933608126 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/02/2009 02:31 PM Pg: 1 of 3

WHEN RECORDED MAIL TO:

First Bank & Trust
820 Church Street
Evanston, IL 60201

SEND TAX NOTICES TO:

Robert Kelly
Virginia Kelly
2121 Royal Ridge Drive
Northbrook, IL 60062

FOR RECORDER'S USE ONLY

R11313102

CTIC-HE

This Modification of Mortgage prepared by:

Lender
First Bank & Trust
820 Church Street
Evanston, IL 60201

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 10, 2009, is made and executed between Robert Kelly and Virginia Kelly, whose address is 2121 Royal Ridge Drive, Northbrook, IL 60062 (referred to below as "Grantor") and First Bank & Trust, whose address is 820 Church Street, Evanston, IL 60201 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 8, 2004 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded 11/26/2004 as Document Number 0433120111.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

THAT PART OF LOT 1 IN THE PLANNED UNIT DEVELOPMENT OF ROYAL RIDGE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 3, 1997 AS DOCUMENT NUMBER 97818381, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 01 DEGREES 04 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 1176.38 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 06 SECONDS WEST 717.38 FEET TO THE EXTERIOR CORNER OF A CONCRETE FOUNDATION FOR A DUPLEX RESIDENCE (KNOWN AS 2115 AND 2121 ROYAL RIDGE DRIVE) FOR A PLACE OF BEGINNING; THENCE ALONG A LINE FOLLOWING THE NEXT SIX COURSES AND DISTANCES COINCIDENT WITH THE EXTERIOR FOUNDATION WALL OF SAID RESIDENCE; 1) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 11.33 FEET; 2) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 2.37 FEET; 3) NORTH 7 DEGREES 29 MINUTES 14 SECONDS EAST 7.54 FEET; 4) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 10.92 FEET; 5) NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 2.00 FEET; 6) NORTH 37 DEGREES 30 MINUTES 46 SECONDS WEST 4.00 FEET; THENCE NORTH 52 DEGREES 29 MINUTES 14 SECONDS EAST 8.04 FEET; THENCE SOUTH 37 DEGREES 30 MINUTES 46 SECONDS EAST 31.58 FEET; THENCE SOUTH 52 DEGREES 29 MINUTES 14 SECONDS WEST 17.75 FEET TO THE PLACE

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7017470

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OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2121 Royal Ridge Drive, Northbrook, IL 60062. The Real Property tax identification number is 04-14-301-055-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Change In Maturity Date, Increase Rate and Floor Rate .

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 10, 2009.

GRANTOR:

X Robert Kelly
Robert Kelly

X Virginia Kelly
Virginia Kelly

LENDER:

FIRST BANK & TRUST

X [Signature]
Authorized Signer

COOK County Clerk's Office

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 7017470

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) SS
 COUNTY OF COOK)

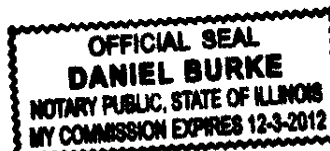
On this day before me, the undersigned Notary Public, personally appeared **Robert Kelly and Virginia Kelly**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10 day of October, 2009.

By [Signature] Residing at 221 N. Green St.

Notary Public in and for the State of IL

My commission expires 12-3-2012



LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
 COUNTY OF Cook)

On this 10th day of October, 2009 before me, the undersigned Notary Public, personally appeared DANIEL BURKE and known to me to be the AVP, authorized agent for **First Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Bank & Trust**, duly authorized by **First Bank & Trust** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **First Bank & Trust**.

By Denise E. Vance Residing at 820 Church St.

Notary Public in and for the State of Illinois

My commission expires 01-18-13

